

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JEFFREY DESKOVIC,

Plaintiff,

vs.

CITY OF PEEKSKILL, PUTNAM COUNTY,
WESTCHESTER COUNTY, DAVID LEVINE,
THOMAS MCINTYRE, WALTER BROVARSKI,
EUGENE TUMOLO, JOHN AND JANE DOE
SUPERVISORS, DANIEL STEPHENS, LOUIS
ROH, MILLARD HYLAND, PETER INSERO, and
LEGAL AID SOCIETY OF WESTCHESTER
COUNTY,

Defendants.

Index No. CV-07-8150 (KMK)(GAY)

STIPULATION OF DISMISSAL
WITHOUT PREJUDICE

LINDA MCGARR,

Plaintiff,

vs.

CITY OF PEEKSKILL, WESTCHESTER
COUNTY, DAVID LEVINE, THOMAS
MCINTYRE, WALTER BROVARSKI, EUGENE
TUMOLO, JOHN AND JANE DOE
SUPERVISORS, DANIEL STEPHENS, LOUIS
ROH, AND MILLARD HYLAND,

Defendants.

Index No. CV-07-9488 (KMK)(GAY)

CITY OF PEEKSKILL,

Third-Party Plaintiff,

vs.

WESTPORT INSURANCE COMPANY as
successor-in-interest to NORTH RIVER
INSURANCE COMPANY,

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NORTH RIVER INSURANCE COMPANY,

TIG INSURANCE COMPANY as successor-in-interest to INTERNATIONAL INSURANCE COMPANY,

WESTPORT INSURANCE COMPANY as successor-in-interest to INTERNATIONAL INSURANCE COMPANY,

UNDERWRITERS AT LLOYD'S, LONDON,

CX REINSURANCE COMPANY LIMITED as successor-in-interest to CNA INTERNATIONAL REINSURANCE COMPANY,

CX REINSURANCE COMPANY LIMITED as successor-in-interest to CNA REINSURANCE OF LONDON, LIMITED,

SPHERE DRAKE INSURANCE PLC,

ILLINOIS UNION INSURANCE COMPANY,

UNITED NATIONAL INSURANCE COMPANY,

TRAVELERS INDEMNITY COMPANY as successor-in-interest to GULF INSURANCE COMPANY,

AMERICAN MOTORISTS INSURANCE COMPANY as successor-in-interest to AMERICAN PROTECTION INSURANCE COMPANY,

AMERICAN MOTORISTS INSURANCE COMPANY as successor-in-interest to SPECIALTY NATIONAL INSURANCE COMPANY,

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HARCO NATIONAL INSURANCE COMPANY,

ILLINOIS NATIONAL INSURANCE
COMPANY, and

MARKEL AMERICAN INSURANCE
COMPANY,

Third-Party Defendants.

WHEREAS, Third-Party Plaintiff City of Peekskill ("Plaintiff" or "Peekskill") has asserted claims against Markel American Insurance Company ("Markel") in the above-entitled action.

WHEREAS, Peekskill and Markel seek to reduce the expense and burden of litigation to themselves, to the other parties in this action, and to the Court;

WHEREAS, Markel American Insurance Company issued the following insurance policies to Peekskill (the "Markel Policies");

Markel Policies	
Policy No.	Policy Period
XONJ237307	12/31/2007 – 12/31/2008
XONJ237308	12/31/2008 – 12/31/2009

NOW, THEREFORE, in consideration of this Stipulation of Dismissal Without Prejudice, Peekskill and Markel, by and through their respective counsel of record, hereby mutually agree to the following:

STIPULATION OF DISMISSAL WITHOUT PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties that all claims against Markel with respect to the Markel Policies are dismissed without prejudice as against Third-Party Defendant Markel American Insurance Company pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

IT IS FURTHER STIPULATED AND AGREED, that each undersigned party shall bear its own costs and attorneys' fees.

IT IS FURTHER STIPULATED AND AGREED, that that nothing contained in this Stipulation shall operate so as to create an estoppel as to any finding of fact, or create or expand any rights, remedies or liabilities of the parties hereto, except that Peekskill's dismissal without

prejudice tolls, as of the date of filing of the Third-Party Complaints in the above referenced actions, any potentially applicable statutes of limitations of any jurisdiction as to all claims in the Third-Party Complaints in the above referenced actions. Moreover, all time-based defenses to Peekskill's claims in the Third-Party Complaints in the above referenced actions are preserved to the extent they exist, but only to the extent they existed, as of the date of the filing of the Third-Party Complaints in the above referenced actions.

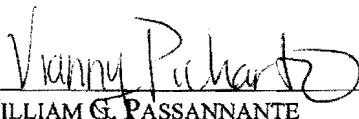
IT IS FURTHER STIPULATED AND AGREED, that this Stipulation does not constitute a representation, assertion or admission of the rights, duties or obligations of any party under the Markel Policies subject to this Stipulation. Furthermore, this Stipulation does not constitute a representation or admission regarding the substantive merits of any claim subsequently asserted against or among the parties to this Stipulation or against the Markel Policies. Moreover, Markel reserves all of its defenses.

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be signed in counterparts with all counterparts together constituting one complete Stipulation and that signatures received by facsimile or e-mail shall be deemed an original for purposes of this Stipulation.

DATED: JANUARY 6, 2012

ANDERSON KILL & OLICK, P.C.

BY:

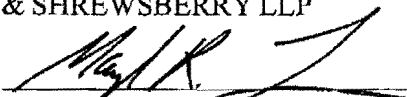

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**ATTORNEYS FOR THIRD-PARTY
PLAINTIFF CITY OF PEEKSKILL**

DATED: JANUARY 6, 2012

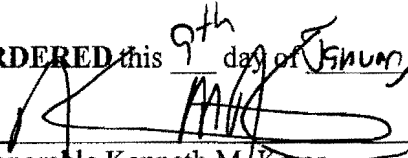
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**ATTORNEYS FOR THIRD-PARTY
DEFENDANT MARKEL AMERICAN
INSURANCE COMPANY**

SO ORDERED this 9th day of January, 2012.


The Honorable Kenneth M. Karas
United States District Judge